

**TIPPECANOE COUNTY  
INDIANA DEPARTMENT OF CORRECTION  
GRANT ADMINISTRATION AGREEMENT**

**THIS AGREEMENT** is entered into this \_\_\_\_\_ day of \_\_\_\_\_, **2021**, by and between the **County of Tippecanoe, State of Indiana** (hereinafter referred to as the “County”), by and through its Board of Commissioners, and **Amber Gibson**, (hereinafter referred to as the “Contractor”);

**WHEREAS**, the County has received a grant, identified as **Contract# 43618** (the Grant), from the **Indiana Department of Correction**, (the Grantor); and

**WHEREAS**, **Contractor** is a yoga instructor certified in teaching yoga to at-risk youth; and

**WHEREAS**, pursuant to the Grant, **attached hereto and made a part hereof as Exhibit A**, the County desires to engage **Contractor** for the purpose of providing yoga instruction to at-risk youth; and

**NOW, THEREFORE**, the County and the Contractor do mutually agree as follows:

1. **DEFINITIONS:** As used in this Contract:
  - A. “Contractor” means the entity which has the responsibility for administering the subject Grant-assisted project or activity.
  - B. “Area” means the corporate boundaries of the County, those being Tippecanoe County, Indiana.
  - C. “Sub-Contractor” means an entity other than the Contractor that furnishes to the County and Contractor services or supplies (other than standard commercial supplies, office space or printing services).
2. **SCOPE OF SERVICES:** The Contractor shall facilitate not more than twelve (12) yoga instruction to at-risk youths.
3. **TERM OF AGREEMENT:** **This Agreement shall commence on the date first stated above and end on the 30th day of June, 2021.** The term of this Agreement may be extended by mutual consent of the County and Contractor, subject to termination provisions set forth herein and the expiration date of the County’s Grant.
4. **AMENDMENTS:** Any revision to this Agreement, including Appendices, shall only be made by written amendment to this Agreement.
5. **COMPLIANCE WITH APPROVED PROGRAM:** All activities authorized by this Agreement shall be performed in accordance with the terms and conditions of the Grant.

6. SUBCONTRACTING: The performance covered by this Contract shall not be subcontracted, assigned or delegated without the prior written consent of the County.
7. COMPENSATION: Contractor shall be compensated at the rate of twenty-five dollars (\$25) per class for a maximum of twelve (12) classes and total compensation not to exceed three hundred dollars (\$300).

Contractor shall provide the County with semi-monthly invoices for services performed in a format as required by County together with any supporting documentation as required by County. Contractor shall not invoice the County and shall receive no compensation from County for preparing of invoices and/or supporting documentation or any other activity related to billing or invoicing County for compensation earned under this Agreement. Upon approval of invoices by the County, the County shall pay Contractor for the approved invoice within forty-five (45) days of approval.

8. GRANT INCOME: Any gross income directly generated from the use of the Grant funds shall be used only for those activities delineated in Exhibit A of the Grant Agreement and all relevant provisions of this Agreement shall apply to such activities. Disposition of Grant Income received by the Contractor shall be governed by the requirements outlined in the Grant Agreement.
9. FISCAL AND ADMINISTRATIVE RESPONSIBILITIES: The Contractor agrees to comply with the following requirements and standards:
  - A. Allowable and Allocable Costs. Costs must be necessary, reasonable and directly related to the scope of services of this Contract. In addition, costs must be legal and proper. The budget included in Appendix I shall control amounts of allowable expenditures within budget categories.
  - B. Documentation of Costs. All costs shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers or other official documentation evidencing in proper detail the nature and propriety of charges. All checks, payrolls, invoices, contracts, vouchers, orders, or other accounting documents pertaining in whole or in part to this Agreement shall be clearly identified and readily accessible.
  - C. Restrictions on Disbursements. No money under this Agreement shall be disbursed by the Contractor to any Sub-Contractor except pursuant to a written contract which incorporates the applicable requirements of this Contract and Grantor's regulations and unless the Sub-Contractor is in compliance with Grantor's requirements for applicable accounting and fiscal matters.
  - D. Records and Reports.

(1) Establishment and Maintenance of Records:

Records shall be maintained in accordance with requirements prescribed by Grantor or the County with respect to all matters covered by this Contract. Except as otherwise authorized by Grantor, such records shall be maintained for a period of three (3) years after final close-out of the grant by the Grantor.

(2) Reports:

(a) At such times and in such forms as Grantor or the County may require, there shall be furnished to Grantor or the County such statements, records, data and information as Grantor or the County may request pertaining to matters covered by this Contract.

10. ACCESS TO RECORDS: At any time during normal business hours and as often as the County may deem necessary, Contractor shall make available to the County for examination, all of its records with respect to all matters covered by this Agreement. Further, the Contractor shall permit the County, to audit, examine and make excerpts of transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Agreement.

11. MONITORING AND AUDITS OF Contractor:

A. Contractors that receive any public funds (federal, state, or local government funds) are also subject to the audit requirements of Indiana Code 5-11-1-9 and the Indiana State Board of Accounts' Guidelines For Examination of Entities Receiving Financial Assistance From Governmental Sources. A Contractor that is not a governmental entity must annually file an Entity Annual Report (form E-1) with the State Board of Accounts. If the Contractor's disbursements are less than fifty-percent (50%) from public funds they must request and receive a waiver from these audit requirements. If the Contractor is a not for profit corporation, and their disbursements are less than \$200,000, they may also request a waiver. Contact the Indiana State Board of Accounts at 317-232-2525 for a copy of their Guidelines for Examination of Entities Receiving Financial Assistance From Governmental Sources and information on obtaining a waiver.

B. All Contractor audits shall be completed within 180 days after the ending date of the Contractor's fiscal year. Two (2) copies of each audit report shall be delivered by the Contractor to the County.

12. TERMINATION OF AGREEMENT:

A. By giving thirty (30) days written notice specifying the effective date, the County may terminate this Contract in whole or in part for cause, which shall include:

- (1) Failure, for any reason, of the Contractor to fulfill in a timely and proper manner its obligations under this Agreement.
  - (2) Submission by the Contractor to the County of reports that are incorrect or incomplete, in any material respect;
  - (3) Ineffective or improper use of funds provided under this Agreement;
  - (4) Failure of the Contractor to supply the County with quarterly reports and annual audits as required by the County herein;
  - (5) Suspension or termination of the grant to the County under which this Contract is made, or the portion of it delegated by this Agreement; provided, however, that if the grant is merely reduced, the Contractor may adjust its budget and recommend Contract amendments to the County.
- B. The Contractor may propose to terminate this Agreement in whole or in part, for good cause only by giving at least thirty (30) days written notice specifically stating the cause for such requested termination. Any such request for termination shall be subject to the written approval of the County, acted upon by the County within ten (10) days of receipt of the notice of request to terminate. The decision of the County shall be final and conclusive, provided that such approval shall not be unreasonably withheld.
- C. This Agreement may also be terminated by either the County or the Contractor in whole or in part, by mutual agreement setting forth the reasons for such termination, the effective date, and in the case of partial termination, the portion to be terminated. However, if in the case of a partial termination, the County determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the County may terminate the award in its entirety.
13. PROGRAM CLOSE-OUT: In the event the Contractor does not expend the amount allocated under this Agreement or the project is canceled, expired, assigned or terminated for any reason, any funds not claimed by the Contractor and approved by the County for allowable costs by the end of the term or by the date of cancellation, expiration, or termination of this Agreement, as the case may be, shall no longer be payable to the Contractor under this Agreement.
14. CLAIMS AGAINST THE COUNTY: The Contractor agrees to defend, indemnify and save harmless the County from any and all claims of any nature whatsoever which may arise from the Contractor's performance of this Agreement; provided, however, that nothing contained in this Agreement shall be construed as rendering the Contractor liable for acts of the County,

its officers, agents or employees. The Contractor further agrees to include the County as co-insured parties under all policies of liability insurance maintained by the County respective to the subject Grant-funded Program.

15. GENERAL PROVISIONS

15.01 Independent Contractor. The parties agree that Contractor is an independent Contractor as that term is commonly used and is not an employee of Tippecanoe County. As such, Contractor is solely responsible for all taxes and none shall be withheld from the sums paid to Contractor. Contractor acknowledges that it is not insured in any manner by the County for any loss of any kind whatsoever. The Contractor has no authority, express or implied, to bind or obligate the County in any way.

15.02 Insurance Contractor shall, as a condition precedent to this Agreement, purchase and thereafter maintain such insurance as will protect it and County from the claims set forth below which may arise out of or result from Contractor's operations under this Agreement, whether such operations be by Contractor or by its subcontractors or by anyone directly or indirectly employed by any of them, or by anyone directly for whose acts any of them may be liable:

- 1) Claims under Worker's Compensation and Occupational Disease Acts, and any other employee benefits acts applicable to the performance of the work (unless Contractor provides County with Certificate of Exemption under IC 22-3-2-14.5 and/or IC 22-3-7-34.5);
- 2) Claims for damages because of bodily injury and personal injury, including death, and;
- 3) Claims for damages to property.

Contractor's insurance (unless Contractor has provided shall be not less than the amounts shown below:

- A. If Contractor has any employees (unless Contractor has provided County with Certificate of Exemption under IC 22-3-2-14.5 and/or IC 22-3-7-34.5)

- |  |                         |
|--|-------------------------|
| 1. Worker's Compensation & Disability          | Statutory               |
| 2. Employer's Liability Bodily Injury Accident | \$100,000 each accident |
| Bodily Injury by Disease                       | \$ 500,000 policy limit |

|    |                                 |  |
|----|---------------------------------|--|
|    | Bodily Injury by Disease        | \$100,000 each employee                                |
| B. | Excess Auto Liability           | \$500,000 (single limit)<br>(owned, hired & non-owned) |
|    | Bodily injury & property damage | \$500,000 each accident                                |
| C. | Umbrella Excess Liability       | \$1,000,000 each occurrence<br>and aggregate           |

With the prior approval of County, Contractor may substitute different types of coverage for those specified as long as the total amount of required protection is not reduced. Contractor shall be responsible for all deductibles.

Notwithstanding any other provision of this Agreement, Contractor shall provide all insurance coverage required the documents provided by County.

#### 15.03 E-Verify Employment Eligibility Verification.

- 15.03.01 In accordance with IC 22-5-1.7, if Contractor has any employees or subcontractors, and the E-Verify program as defined in IC 22-5-1.7-3 is in existence, Contractor shall enroll in and verify the work eligibility status for all of Contractor's newly hired employees through the E-Verify program. Contractor shall not knowingly employ or contract with an unauthorized alien, nor shall Contractor retain an employee or contract with a person that Contractor subsequently learns is an unauthorized alien.
- 15.03.02 Contractor shall:
1. Sign and deliver to County a sworn affidavit that affirms that the Contractor has enrolled and is participating in the E-Verify program;
  2. Provide documentation to County substantiating that Contractor has enrolled and is participating in the E-Verify program; and
  3. Sign and deliver to County an affidavit affirming that Contractor does not knowingly employ an unauthorized alien.
- 15.03.03 Contractor shall require all subcontractors, who perform work under this contract, to certify to Contractor in a manner consistent with federal law that the subcontractor, at the time of certification, does not knowingly employ or contract with an unauthorized alien and that

the subcontractor has enrolled and is participating in the E-Verify program. Contractor agrees to maintain this certification throughout the duration of the term of each subcontract.

15.03.04 County may terminate the contract immediately if Contractor fails to cure a breach of this provision no later than thirty (30) days after being notified thereof by County or another state agency or political subdivision. In accordance with IC 22-5-1.7, any challenge by Contractor to a termination pursuant to this provision must be made in Tippecanoe County Superior or Circuit Court not later than twenty (20) days after Contractor receives notice of such termination.

15.04 Notice. Any notice, invoice, order or other correspondence required to be sent under this Agreement shall be sent to:

To Contractor:

Amber Gibson  
1300 Catula Avenue  
Lafayette, IN 47905

To County:

Board of Commissioners of Tippecanoe County  
20 N. 3<sup>rd</sup> Street  
Lafayette, IN 47901

Cary Home for Children  
1530 South 18th street  
Lafayette, IN 47905

IN WITNESS WHEREOF, the County and the Contractor have executed this Agreement as of the date first above written.

**CONTRACTOR**

**COUNTY OF TIPPECANOE, STATE OF INDIANA**

\_\_\_\_\_  
Amber Gibson

\_\_\_\_\_  
BY:  
President, Board of Commissioners

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

**ATTEST:**

\_\_\_\_\_  
AUDITOR, TIPPECANOE COUNTY

DATE: \_\_\_\_\_

## EXHIBIT A

1. Indiana Department of Corrections Contract #46318